

# ORDER FOR SUPPLIES OR SERVICES

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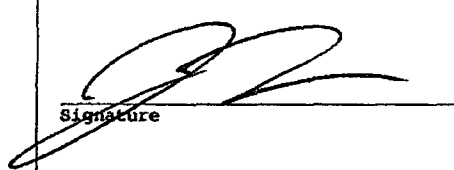
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IMPORTANT: Mark all packages and papers with contract and/or order numbers.

BPA NO. NRC-HQ-11-A-10-0026

1. DATE OF ORDER <b>SEP 30 2011</b>		2. CONTRACT NO. (if any) GS35F0238K		6. SHIP TO:	
3. ORDER NO. NRC-HQ-11-A-10-0026-0001		4. REQUISITION/REFERENCE NO. ADM-11-364		a. NAME OF CONSIGNEE U.S. Nuclear Regulatory Commission	
5. ISSUING OFFICE (Address correspondence to) U.S. Nuclear Regulatory Commission Div. of Contracts Attn: Michael Turner Mail Stop: TWB-01-B10H Washington, DC 20555				b. STREET ADDRESS Division of Facilities and Security Attn: Jesus Sanchez Mail Stop: TWB-5-B32N	
7. TO:		c. CITY Washington		d. STATE DC	e. ZIP CODE 20555
a. NAME OF CONTRACTOR LIST INNOVATIVE SOLUTIONS, INC.				f. SHIP VIA	
b. COMPANY NAME				8. TYPE OF ORDER	
c. STREET ADDRESS 19321 PARK CENTER RD STE 500				<input type="checkbox"/> a. PURCHASE <input checked="" type="checkbox"/> b. DELIVERY REFERENCE YOUR Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.	
d. CITY HERNDON	e. STATE VA	f. ZIP CODE 201713236			
9. ACCOUNTING AND APPROPRIATION DATA B&R#: 2011-40-51-F-156 JOB CODE#: B1459 BOC#: 3140 APP3#: 31X0200 FFS#: 113504 NACIS: 541512 OBLIGATION AMOUNT: \$220,000.00 DUNS:				10. REQUISITIONING OFFICE ADM	
11. BUSINESS CLASSIFICATION (Check appropriate box(es)) <input checked="" type="checkbox"/> a. SMALL <input type="checkbox"/> b. OTHER THAN SMALL <input type="checkbox"/> c. DISADVANTAGED <input checked="" type="checkbox"/> d. WOMEN-OWNED <input type="checkbox"/> e. HUBZone <input type="checkbox"/> f. SERVICE-DISABLED VETERAN-OWNED <input type="checkbox"/> g. WOMEN-OWNED SMALL BUSINESS (WOSB) <input type="checkbox"/> h. ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB)				12. F.O.B. POINT Destination	
13. PLACE OF		14. GOVERNMENT B/L NO.		15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) See Page Two (2)	
a. INSPECTION NRC Headquarters		b. ACCEPTANCE NRC Headquarters		16. DISCOUNT TERMS	

17. SCHEDULE (See reverse for Rejections)

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	<p>The contractor shall provide all labor, materials, training, and software licenses necessary to replace the NRC's Integrated Personnel Security System (IPSS) with a web-based Personnel Security Adjudication Tracking System (PSATS). This is a firm-fixed price and labor hour contract. All work shall be performed in accordance with GSA Federal Supply Schedule Contracts GS-35F-0238K and GS-35F-0240P, the Contractor Teaming Arrangement between List Innovative Solutions, Inc., and MicroFact Engineering, Inc., dated August 30, 2011, other applicable NRC clauses attached herein, and the enclosed statement of work, (Attachment 2) at the prices set forth in in the enclosed schedule of supplies/services (Attachment 1).</p> <p>CONTRACTOR ACCEPTANCE:</p> <p> Signature</p> <p><u>9/30/2011</u> Date</p>			See CONTINUATION Page		

SEE BILLING INSTRUCTIONS ON REVERSE	18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		17(h) TOTAL (Cont. pages)
	21. MAIL INVOICE TO:						
	a. NAME Department of Interior / NBC NRCPayments@nbc.gov						\$420,048.12
	b. STREET ADDRESS (or P.O. Box) Attn: Fiscal Services Branch - D2770 7301 W. Mansfield Avenue						
c. CITY Denver		d. STATE CO	e. ZIP CODE 80235-2230				
22. UNITED STATES OF AMERICA BY (Signature) 						23. NAME (Typed) Michael A. Turner, Contracting Officer TITLE: CONTRACTING/ORDERING OFFICER	

TEMPLATE - ADM001

SUNSI REVIEW COMPLETE

OCT 03 2011

ADM002

## **A.1 2052.215-71 PROJECT OFFICER AUTHORITY (NOVEMBER 2006)**

(a) The contracting officer's authorized representative (hereinafter referred to as the project officer) for this contract is:

Name: Jesus Sanchez

Address: U.S. Nuclear Regulatory Commission  
Office of Administration  
DFS/PSB - Mail Stop: 5-B32M  
Washington, DC 20555

Telephone Number: 301-492-3652

(b) Performance of the work under this contract is subject to the technical direction of the NRC project officer. The term "technical direction" is defined to include the following:

(1) Technical direction to the contractor which shifts work emphasis between areas of work or tasks, authorizes travel which was unanticipated in the Schedule (i.e., travel not contemplated in the Statement of Work (SOW) or changes to specific travel identified in the SOW), fills in details, or otherwise serves to accomplish the contractual SOW.

(2) Provide advice and guidance to the contractor in the preparation of drawings, specifications, or technical portions of the work description.

(3) Review and, where required by the contract, approval of technical reports, drawings, specifications, and technical information to be delivered by the contractor to the Government under the contract.

(c) Technical direction must be within the general statement of work stated in the contract. The project officer does not have the authority to and may not issue any technical direction which:

(1) Constitutes an assignment of work outside the general scope of the contract.

(2) Constitutes a change as defined in the "Changes" clause of this contract.

(3) In any way causes an increase or decrease in the total estimated contract cost, the fixed fee, if any, or the time required for contract performance.

(4) Changes any of the expressed terms, conditions, or specifications of the contract.

(5) Terminates the contract, settles any claim or dispute arising under the contract, or issues any unilateral directive whatever.

(d) All technical directions must be issued in writing by the project officer or must be confirmed by the project officer in writing within ten (10) working days after verbal issuance. A copy of the written direction must be furnished to the contracting officer. A copy of NRC Form 445, Request for Approval of Official Foreign Travel, which has received final approval from the NRC must be furnished to the contracting officer.

(e) The contractor shall proceed promptly with the performance of technical directions duly issued by the project officer in the manner prescribed by this clause and within the project officer's authority under the provisions of this clause.

(f) If, in the opinion of the contractor, any instruction or direction issued by the project officer is within one of the categories as defined in paragraph (c) of this section, the contractor may not proceed but shall notify the contracting officer in writing within five (5) working days after the receipt of any instruction or direction and shall request the contracting officer to modify the contract accordingly. Upon receiving the notification from the contractor, the contracting officer shall issue an appropriate contract modification or advise the contractor in writing that, in the contracting officer's opinion, the technical direction is within the scope of this article and does not constitute a change under the "Changes" clause.

(g) Any unauthorized commitment or direction issued by the project officer may result in an unnecessary delay in the contractor's performance and may even result in the contractor expending funds for unallowable costs under the contract.

(h) A failure of the parties to agree upon the nature of the instruction or direction or upon the contract action to be taken with respect thereto is subject to 52.233-1 -Disputes.

(i) In addition to providing technical direction as defined in paragraph (b) of the section, the project officer shall:

(1) Monitor the contractor's technical progress, including surveillance and assessment of performance, and recommend to the contracting officer changes in requirements.

(2) Assist the contractor in the resolution of technical problems encountered during performance.

(3) Review all costs requested for reimbursement by the contractor and submit to the contracting officer recommendations for approval, disapproval, or suspension of payment for supplies and services required under this contract.

(4) Assist the contractor in obtaining the badges for the contractor personnel.

(5) Immediately notify the Security Branch, Division of Facilities and Security (SB/DFS) (via e-mail) when a contractor employee no longer requires access authorization and return of any NRC issued badge to SB/DFS within three days after their termination.

(6) Ensure that all contractor employees that require access to classified Restricted Data or National Security Information or matter, access to sensitive unclassified information (Safeguards, Official Use Only, and Proprietary information) access to sensitive IT systems or data, unescorted access to NRC controlled buildings/space, or unescorted access to protected and vital areas of nuclear power plants receive approval of SB/DFS prior to access in accordance with Management Directive and Handbook 12.3.

(7) For contracts for the design, development, maintenance or operation of Privacy Act Systems of Records, obtain from the contractor as part of closeout procedures, written certification that the contractor has returned to NRC, transferred to the successor contractor, or destroyed at the end of the contract in accordance with instructions provided by the NRC Systems Manager for Privacy Act Systems of Records, all records (electronic or paper) which were created, compiled, obtained or maintained under the contract.

## **A.2 DURATION OF CONTRACT PERIOD (MAR 1987)**

The period of performance of this purchase order is October 1, 2011, through September 30, 2012 .

## **A.3 SEAT BELTS**

Contractors, subcontractors, and grantees, are encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented, or personally owned vehicles.

## **A.4 COMPLIANCE WITH U.S. IMMIGRATION LAWS AND REGULATIONS (MAY 2002)**

NRC contractors are responsible to ensure that their alien personnel are not in violation of United States immigration laws and regulations, including employment authorization documents and visa requirements. Each alien employee of the Contractor must be lawfully admitted for permanent residence as evidenced by Permanent Resident Card Form I-551, or must present other evidence from the U.S. Department of Homeland Security/U.S. Citizenship and Immigration Services that employment will not affect his/her immigration status. The U.S. Citizenship and Immigration Services provides information to contractors to help them understand the employment eligibility verification process for non-US citizens. This information can be found on their website, [www.uscis.gov](http://www.uscis.gov).

The NRC reserves the right to deny or withdraw Contractor use or access to NRC facilities or its equipment/services, and/or take any number of contract administrative actions (e.g., disallow costs, terminate for cause) should the Contractor violate the Contractor's responsibility under this clause.

## **A.5 WHISTLEBLOWER PROTECTION FOR NRC CONTRACTOR AND SUBCONTRACTOR EMPLOYEES (JULY 2006)**

(a) The U.S. Nuclear Regulatory Commission (NRC) contractor and its subcontractor are subject to the Whistleblower Employee Protection public law provisions as codified at 42 U.S.C. 5851. NRC contractor(s) and subcontractor(s) shall comply with the requirements of this Whistleblower Employee Protection law, and the implementing regulations of the NRC and the Department of Labor (DOL). See, for example, DOL Procedures on Handling Complaints at 29 C.F.R. Part 24 concerning the employer obligations, prohibited acts, DOL procedures and the requirement for prominent posting of notice of Employee Rights at Appendix A to Part 24.

(b) Under this Whistleblower Employee Protection law, as implemented by regulations, NRC contractor and subcontractor employees are protected from discharge, reprisal, threats, intimidation, coercion, blacklisting or other employment discrimination practices with respect to compensation, terms, conditions or privileges of their employment because the contractor or subcontractor employee(s) has provided notice to the employer, refused to engage in unlawful practices, assisted in proceedings or testified on activities concerning alleged violations of the Atomic Energy Act of 1954 (as amended) and the Energy Reorganization Act of 1974 (as amended).

(c) The contractor shall insert this or the substance of this clause in any subcontracts involving work performed under this contract.

## **A.6 SAFETY OF ON-SITE CONTRACTOR PERSONNEL**

Ensuring the safety of occupants of Federal buildings is a responsibility shared by the professionals implementing our security and safety programs and the persons being protected. The NRC's Office of Administration (ADM) Division of Facilities and Security (DFS) has coordinated an Occupant Emergency Plan (OEP) for NRC Headquarters buildings with local authorities. The OEP has been approved by the Montgomery County Fire and Rescue Service. It is designed to improve building occupants' chances of survival, minimize damage to property, and promptly account for building occupants when necessary.

The contractor's Project Director shall ensure that all personnel working full time on-site at NRC Headquarters read the NRC's OEP, provided electronically on the NRC Intranet at <http://www.internal.nrc.gov/ADM/OEP.pdf>. The contractor's Project Director also shall emphasize to each staff member that they are to be familiar with and guided by the OEP, as well as by instructions given by emergency response personnel in situations which pose an immediate health or safety threat to building occupants.

The NRC Project Officer shall ensure that the contractor's Project Director has communicated the requirement for on-site contractor staff to follow the guidance in the OEP. The NRC Project Officer also will assist in accounting for on-site contract persons in the event of a major emergency (e.g., explosion occurs and casualties or injuries are suspected) during which a full evacuation will be required, including the assembly and accountability of occupants. The NRC DFS will conduct drills periodically to train occupants and assess these procedures.

## **A.7 52.223-18 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (AUG 2011)**

(a) Definitions. As used in this clause--

"Driving"--

(1) Means operating a motor vehicle on an active roadway with the motor running, including while temporarily stationary because of traffic, a traffic light, stop sign, or otherwise.

(2) Does not include operating a motor vehicle with or without the motor running when one has pulled over to the side of, or off, an active roadway and has halted in a location where one can safely remain stationary.

"Text messaging" means reading from or entering data into any handheld or other electronic device, including for the purpose of short message service texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include glancing at or listening to a navigational device that is secured in a commercially designed holder affixed to the vehicle, provided that the destination and route are programmed into the device either before driving or while stopped in a location off the roadway where it is safe and legal to park.

(b) This clause implements Executive Order 13513, Federal Leadership on Reducing Text Messaging while Driving, dated October 1, 2009.

(c) The Contractor is encouraged to--

(1) Adopt and enforce policies that ban text messaging while driving--

(i) Company-owned or -rented vehicles or Government-owned vehicles; or

(ii) Privately-owned vehicles when on official Government business or when performing any work for or on behalf of the Government.

(2) Conduct initiatives in a manner commensurate with the size of the business, such as--

(i) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

(ii) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

(d) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts that exceed the micro-purchase threshold.

**B.1 SUPPLIES OR SERVICES AND PRICE/COSTS**

CLIN/DESCRIPTION	QTY	UNIT	UNIT PRICE	FIRM-FIXED AMOUNT
CLIN 0001 - Entellitrak Professional 25 Concurrent User Licenses		Lot		
CLIN 0002 - Entellitrak Report Builder 25 Concurrent User Licenses		Lot		
<b>TOTAL FIRM FIXED PRICE</b>				<b>\$108,810.00</b>

CLIN/DESCRIPTION	ESTIMATED HOURS	LABOR RATE	ESTIMATED AMOUNT
<b>TRAINING SERVICES</b>			
CLIN 0003 - User Training			
CLIN 0004 - System Administrator Training			
<b>SOFTWARE CONFIGURATION SERVICES</b>			
CLIN 0005/Implementation/Project Mgmt. - Project Manager			
CLIN 0006/Implementation/Project Mgmt. - Business Analyst			
CLIN 0007/Implementation/Project Mgmt. - Applications Program Manager			
CLIN 0008/DOI Interface - Project Manager			
CLIN 0009/DOI Interface - Applications Program Manager			
CLIN 0010/FFPS Interface - Project Manager			
CLIN 0011/FFPS Interface - Applications Program Manager			
CLIN 0012/Data Migration - Project Manager			
CLIN 0013/Data Migration - Applications Program Manager			
<b>TOTAL ESTIMATED AMOUNT - LABOR HOUR</b>			<b>\$311,238.14</b>

THE TOTAL CEILING OF THIS CONTRACT IS: \$420,048.14

**B.2 CONSIDERATION AND OBLIGATION – FIRM-FIXED-PRICE  
(CLINS 0001 and 0002)**

The firm fixed price of this contract for CLINS and 0002 is \$108,810.00.

**B.3 CONSIDERATION AND OBLIGATION – DELIVERY ORDER  
(CLINS 0003 – 0013)**

- a. The total estimated amount of CLINS 0004 and 0005 (ceiling) for the products/services ordered, delivered, and accepted under this contract is \$311,238.14.
- b. The amount presently obligated with respect to CLINS 0003 - 0013 is \$111,190.00. The Contracting Officer may issue orders for work up to the amount presently obligated. This obligated amount may be unilaterally increased from time to time by the Contracting Officer by written modification to this contract. The obligated amount shall, at no time, exceed the ceiling as specified in paragraph a above. When and if the amount(s) paid and payable to the Contractor hereunder shall equal the obligated amount, the Contractor shall not be obligated to continue performance of the work unless and until the Contracting Officer shall increase the amount obligated with respect to this contract.

**Personnel Security Adjudication Tracking System (PSATS)  
Statement of Work  
First Task Order**

**SECTION C**

**I. BACKGROUND**

The U.S. Nuclear Regulatory Commission (NRC) is an independent Federal agency established by the Energy Reorganization Act of 1974 to regulate civilian use of nuclear materials. NRC's mission is to regulate the nation's civilian use of byproduct, source, and special nuclear materials to ensure adequate protection of public health and safety, to promote the common defense and security, and to protect the environment.

The Office of Administration (ADM), Division of Facilities and Security (DFS), Personnel Security Branch (PSB), is responsible for providing assurance that NRC employees, consultants, contractors, and licensees are reliable and trustworthy to have access to NRC facilities, classified information, sensitive NRC information and equipment, nuclear power facilities, and special nuclear material. This is accomplished through PSB's review of completed security packages to determine temporary access authorizations as well as background investigations completed by the Office of Personnel Management (OPM) which are used to determine final access to classified information or access authorizations for prospective employees, contractors, licensees, etc. PSB provides day-to-day guidance and support to managers and supervisors in dealing with agency personnel security policies and procedures. PSB interacts with other federal agencies in matters related to government wide personnel security policies and procedures. PSB frequently interacts with other agency offices, such as the Office of Human Resources and the Office of General Counsel when making personnel security determinations or taking action based on personnel security policy.

Currently, all case management is conducted manually and all investigative products are delivered and stored in hard copy format. Case information is entered and stored in the Integrated Personnel Security System (IPSS) which is an outdated application plagued by numerous problems (inconsistent data in fields, cannot add additional fields, bad data, etc.) that would be too costly to fix and it does not provide an automated end-to-end case management solution. Manual processes and paper-based archives hinder the branch's ability to adequately manage and track the agencies' personnel security program in an efficient and effective manner. The automation of PSB processes will increase staff efficiencies, and ensure timely processing of required actions.

**II. SCOPE OF WORK**

The objective of this acquisition is to purchase commercial item web-based software licenses and services to automate PSB's current manual, paper-based business processes to online automation. Automation will greatly improve the efficiency, effectiveness and reduce costs associated with managing NRC programs.



PSATS will replace the legacy Integrated Personnel Security System (IPSS) with a web-based commercial item software to realize efficiencies in the investigative, clearance and adjudication process.

IPSS tracks and manages the personnel security (security clearances, investigative and access authorizations data) and badging data associated with the issuance of permanent and temporary badges, drug program data associated with applicant drug testing and employee random drug testing, incoming and outgoing classified visit data, and facility clearance data associated with contractor companies that must have a facility clearance. IPSS is client/server based, using thin client or browser based technology, and a modern relational database. The application provides internal data checking capability, data entry validation, system alerts, pick lists, and pull down menus. It also provides system security features such as validating users, ensuring that only those who are authorized are able to access the information stored in the application, and auditing critical user and administrative actions. It provides comprehensive archiving capabilities allowing the NRC to track the history of personnel security, such as the date on which clearances were applied for, approved, modified, or terminated. This archiving capability provides query and reporting functionality on current and previous clearances.

Neither the system nor the data within it are linked to other electronic systems, either internal or external. However, information from the Office of Personnel Management (OPM) is manually entered into the application, and information from the application is sent manually to OPM.

IPSS provides automated notification to specified users when certain events occur. These events include employment termination, clearance termination, clearance modification, reinvestigations that are within a specified number of days from being due, and when information on pending or conditional clearances is within a specified number of days from being due.

The Intelligence Reform and Terrorism Prevention Act of 2004 and other legislative and OMB mandates, requires federal agencies to reduce the time it takes to conduct a background investigation and provide end-to-end automation of processes that supports determining suitability eligibility, creating adjudicative actions, and the granting of security clearances. The core business processes for PSATS are described in Section IX: PSATS BUSINESS REQUIREMENTS.

This is a brand name or equal requirement. "Equal" products must meet the minimum requirements/salient physical, functional, or performance characteristics described in the section that immediately follows.

**SALIENT CHARACTERISTICS/MINIMUM REQUIREMENTS:** This is a BRAND NAME OR EQUAL acquisition. In accordance with FAR 52.211-6, the salient physical, functional, or performance characteristics – minimum requirements that "equal" products must meet – are as follows:

## **Brand Name Products**

Product: entellitrak™ BI – 25 Concurrent Users  
entellitrak™ Report Builder Module – 25 concurrent users  
Version: entellitrak™ 3.0.7.0.1 or above

## **Salient Characteristics of Brand Name Products**

- 1) Configurable commercially available web-based case management software solution configured for end-to-end recording and tracking of personnel security background investigation cases from intake, case entry processing, adjudication processing, management review and approval, and reporting.
- 2) A separate case, within the system, for each individual candidate. All candidate specific information shall be associated with an assigned case number to each candidate.
- 3) A master tracking inbox to show all cases that have been entered into the system and an inbox for each user to track cases assigned to them.
- 4) A user-definable, configurable "Dashboard" to present alternate views of case information.
- 5) Record and track all aspects of the background investigation and adjudication processes workflows (for pre-employment waiver requests, Initial background investigation, reinvestigation, security clearance requests, Sensitive Compartmented Information (SCI) access requests, and security clearance certification and reciprocity requests).
- 6) Automatically route cases through each phase of the investigation process.
- 7) Generate automatic messages to alert users of cases assigned to them, upcoming events and missed or late events.
- 8) Be able to generate forms and letters.
- 9) Role-based application that allows a system administrator to assign user access rights and privileges to data and screens.
- 10) Ability to upload, attach, and view electronic documents, of multiple formats, within a case file (entellitrak accommodates virtually every available format, including common word processor documents, spreadsheets, PDF documents, .txt. file, .jpg, .bmp and .gif files).
- 11) The software shall provide a query writing tool that allows the user to create and save ad hoc queries.
- 12) The software shall provide a report writing tool that allows the user to create and save ad hoc reports.
- 13) The software must run under Windows Server 2008 and MS SQL Server 2008 R2.
- 14) The software must run on Internet Explorer 8.0.

- 15) The software shall be configurable to use Lightweight Directory Access Protocol (LDAP) to authenticate user login against Active Directory.
- 16) The software shall be capable of sending and receiving data between the system and OPM's Central Verification System (CVS). OPM has requested 16 fields in the fixed width delimited output text file that is transferred to CVS on a daily basis. See Attachment 1, "Federal Investigations Notice 11-02, (See Enclosure), for a detailed description of the file layout for the fields and their widths.
- 17) The Contractor shall ensure the offered commercial item software is FISMA compliant at the time of quotation submission.
- 18) The software should comply with the following Section 508 standards: 1194.21, 1194.22, 1194.31 and 1194.41

***Section 508 Deliverable Requirements***

Technical standards from 36 CFR part 1194 Subpart B have been determined to apply to this acquisition. Solicitation respondents must describe how their proposed Electronic and Information Technology (EIT) deliverables meet at least those technical provisions identified as applicable in the attached Government Product/Service Accessibility Template (GPAT).

Functional performance criteria from 36 CFR part 1194 Subpart C have been determined to apply to this acquisition. Solicitation respondents must describe how their proposed Electronic and Information Technology (EIT) deliverables meet at least those functional performance criteria identified as applicable in the attached Government Product/Service Accessibility Template (GPAT) (Enclosure 2).

Information, documentation, and support requirements from 36 CFR part 1194 Subpart D have been determined to apply to this acquisition. Solicitation respondents must describe how the information, documentation, and support proposed for Web Application deliverables meet at least those information, documentation, and support requirements identified as applicable in the attached Government Product/Service Accessibility Template (GPAT).

### **III. SPECIFIC TASKS**

#### **TASK 1**

- 1) The Contractor shall deliver commercial item Case Management software licenses for 25 concurrent users configured for end-to-end recording, tracking, and processing personnel security background investigation cases that meet the general feature requirements, described in Appendix A, for automating NRC business processes and all standard commercial product documentation that accompanies the software solution.
- 2) The Contractor shall provide technical and user documentation for the software. This shall include, but is not limited to, any and all special configurations required during installation of the hardware and software, database configuration, and network.

- 3) The Contractor shall provide training for up to 15 end users and 5 administrators. The Contractor shall coordinate the exact location, date, and time for this training with the NRC Project Officer.
- 4) The Contractor shall provide software maintenance and upgrades and/or new releases consistent with such commercial offering that may be included with the purchase of the software licenses or purchase of related maintenance for the specified period of performance of software and inform the NRC when hardware patches or service packs are necessary to support the software upgrades.

## **TASK 2**

1. The Contractor shall perform gap analysis between their commercially available software and NRC's requirements described in the "Draft PSATS System Requirements Specification" document, which will be provided upon BPA award, and deliver a gap analysis report to the NRC Project Officer.
2. The Contractor shall, at the Contractor's facility, configure the software to meet NRC requirements based on the results of the gap analysis and provide a User Acceptance Test environment for the NRC to verify requirements.
3. The Contractor shall assist the NRC System Administrator with installing the software on NRC's PSATS Pre-Production environment.
4. The Contractor shall provide a Test Plan and Test Script for testing the software with NRC requirements
5. The Contractor shall assist the NRC System Administrator with installing the software on NRC's PSATS Production environment.
6. The Contractor shall identify and present for NRC consideration, additional hardware and software needs that may have been initially overlooked, unanticipated or is necessary for future growth and enhancement of the software.
7. The Contractor shall provide technical support to make fixes and/or enhancements to the software.
8. The Contractor shall integrate the software with OPM's Electronic Delivery (eDelivery) process to send and receive electronic files and where possible, be capable of electronically analyzing and processing documents to reduce workload.
9. The Contractor shall configure the software and provide scripts to accept data downloaded from OPM's Central Verification System (CVS) in OPM specified file format
10. See Attachment 1, "Federal Investigations Notice 11-02, Attachment 1", for a detailed description of the file layout for the fields and their widths.
11. The Contractor shall provide a process for the software solution to send and receive data from/to the Department of Interior's Federal Payroll Personnel System (FPPS) and

Workforce Transformation and Tracking System and Entrance on Duty Station (WTTS/EODS).

12. WTTS allows supervisors or HR specialists to create and track vacancies in advance of creation of SF52 actions. Personnel and payroll information is sent real time to FPPS, eliminating the need for HR to re-enter data into FPPS. This results in generation of SF52 actions in FPPS directly from WTTS. It is also one-stop shopping for real-time status of vacancies, announcements, and on-boarding with data from automated staffing systems, FPPS, and EODS. Authorized users (supervisors, HR specialists, security, and facilities) can view the entry on duty date and location for new hires. WTTS has real time interfaces with FPPS and two automated staffing systems—Monster's Enterprise Hiring Management and OPM's USA Staffing.
13. EODS provides a library of on-line forms to be filled out by a new hire. The forms are prefilled with information entered by the selectee during his/her application process. The EODS is available securely through the public Internet. HR specialists can assign forms for completion by the new hire, track progress, and approve forms on-line. New Hires can view messages from the HR Office regarding the status of forms submitted.
14. The Contractor shall perform data conversion and migration from the legacy IPSS system, which is a Sybase database currently approximately 1.5GB of data, into the newly delivered commercial software system. The types of data processed includes, but is not limited to: name, social security number, date of birth, fingerprints, telephone number, home address, work e-mail address, clearance level and organizational and employee affiliations. See Draft System Requirements Specification for system description,
15. The Contractor shall provide a written change management process which describes how NRC will request modifications and fixes to the software, test changes, and implement changes.
16. The Contractor shall provide a written weekly status report to the NRC Project Officer by C.O.B. Monday for the previous week. The status report is to include, but not limited to:
  - a. Project Name
  - b. Reporting Period
  - c. Accomplishments For This Period
  - d. Upcoming Activities
  - e. Issues
  - f. Risks
  - g. Project Hours and Cost Incurred For the Period
  - h. Action Items
17. The Contractor shall provide a Project Plan to include the major products, milestones, activities and resources required that represent the how and when this project's objectives are to be achieved. The Project Plan shall document planning assumptions and decisions and document approved scope, cost and schedule baseline. The Contractor shall also provide a Project Schedule using Microsoft Project 2003 or higher.

#### IV. SCHEDULE OF DELIVERABLES

All deliverables shall be delivered in both hard copy and electronic format to the NRC Project Officer (PO) by the date specified in the work item delivery schedule.

Deliverable	Responsibility	Delivery Schedule
Copies of the software on CD or DVD media	Contractor	Within 30 calendar days of first task order Award
Software licenses for 25 concurrent users	Contractor	Within 30 calendar days of first task order Award
Software documentation	Contractor	Within 30 calendar days of first task order Award
Draft Gap Analysis Report (GAR)	Contractor	Within 30 calendar days of first task order Award
NRC Review and Comment on GAR	NRC Project Officer	Within 5 business days of receipt of the GAR
Final GAR	Contractor	Within 5 business day of receipt of NRC's review of GAR
Approve and Sign GAR	NRC Project Manager and Contractor	Within 2 business days of receipt of Final GAR
Draft Project Plan	Contractor	Within 10 calendar days of first task order Award
NRC Review and Comment on Project Plan	NRC Project Officer	Within 5 business days of receipt of the Project Plan
Approve and Sign Project Plan	NRC Project Manager and Contractor	Within 3 business days of receipt of Final Plan
Approve and Sign Project Schedule	NRC Project Manager and Contractor	Within 3 business days of receipt of Final Plan and updated monthly
Vendor Training for System Administrators and End Users	Contractor	Published Schedule

##### **Deliverable Standards**

All deliverables shall be delivered no later than the date specified in the task order. Any changes in the schedule must be negotiated as a bilateral modification to the task order. Deliverables shall be transmitted with a cover letter addressed to the NRC project officer, on the contractor's letterhead, describing the contents and identifying task order number and title.

##### **Draft and Final Submission**

All reports shall be submitted in draft form for comment to the NRC project officer. The NRC project officer will review reports and submits comments to the contractor within 5 days from receipt of the report. The contractor shall incorporate into the final deliverable documentation any NRC comments received on the draft reports within 3 business days of receipt of comments from the NRC project officer.

The NRC project officer will review all draft documents submitted as part of BPA deliverables for conformity to the standards referenced in the SOW. Any changes required after the first revision cycle shall be completed at no additional cost to the Government. The first revision cycle for a deliverable shall be acceptable to the Government when the contractor submits a revised deliverable incorporating any comments and suggestions made by the NRC project officer on their review of the initial draft.

The following provisions also apply to all deliverables:

**Reporting Requirements:** In addition to meeting the delivery schedule in the timely submission of any draft and final reports, summaries, data, and documents that are created in the performance of this BPA, the contractor shall comply with the directions of the NRC regarding the contents of the report, summaries, data and related documents to include correcting, deleting, editing, revising, modify, formatting, and supplementing any of the information contained therein at no additional cost to the NRC. The reports, summaries, data and related documents will be considered draft until approved by the NRC Project Officer in writing.

**Publication of Results:** Prior to any dissemination, display, publication or release of articles, reports, summaries, data or related documents developed under the GSA FSS contract, the contractor shall submit for review and approval by the NRC Project Officer the proposed articles, reports, summaries, data and related documents that the contractor intends to release, disseminate or publish to other persons, the public or any other entities. The contractor shall not release, disseminate, display or publish articles, reports, summaries, data, and related documents or the contents therein that have not been reviewed and approved by the NRC Project Officer in writing for release, display, dissemination or publication.

The contractor agrees to conspicuously place any disclaimers, markings or notices directed by the NRC on any articles, reports, summaries, data and related documents that the contractor intends to release, display, disseminate or publish to other persons, the public or any other entities. The contractor agrees and grants a royalty free, nonexclusive, irrevocable world-wide license to the government to use, reproduce, modify, distribute, prepare derivative works, release, display or disclose the articles, reports, summaries, data and related documents developed under the GSA FSS contract, for any governmental purpose and to have or authorize others to do so.

**Identification/ Marking of Sensitive and Safeguards Information:** The decision, determination or direction by the NRC that information constitutes sensitive or safeguards information remains exclusively a matter within the authority of the NRC to make. In performing the BPA, the contractor shall clearly mark sensitive unclassified non-safeguards information, sensitive, and safeguards information to include for example Official Use Only and Safeguards Information on any reports, documents, designs, data, materials and written information as directed by the NRC. In addition to marking the information as directed by the NRC, the contractor shall use the applicable NRC cover sheet forms (e.g., NRC Form 461 Safeguards Information and NRC Form 190B Official Use Only) in maintaining these records and documents. The contractor will ensure that sensitive and safeguards information is handled appropriately, maintained and protected from unauthorized disclosure. The contractor shall comply with the requirements to mark, maintain and protect all information including documents, summaries, reports, data, designs, and materials in accordance with the provisions of Section 147 of the Atomic Energy Act of 1954, as amended, its implementing regulations (10 CFR 73.21), and NRC Management Directive and Handbook 12.6.

## V. PERIOD OF PERFORMANCE

The Period of Performance of this first task order is 10/01/2011 – 09/30/2012.

## VI. PLACE OF PERFORMANCE

The COTS software shall be installed and configured on NRC owned computer equipment located in the NRC Headquarters Data Center at 11545 Rockville Pike, Rockville, Maryland. The Contractor shall be required to be at NRC Headquarters to perform the installation, configuration and business requirement gap analysis.

## VII. GOVERNMENT FURNISHED PROPERTY/EQUIPMENT

The government will provide the following:

1. The NRC will provide all necessary hardware, operating system, database management software, and web services software.

Current hardware and software supported by the NRC Technical Reference Model shall be used. If a deviation from the TRM is necessary, it must be approved, in advance, by the NRC Project Officer who would obtain such approval from the NRC Environmental Change Control Board (ECCB).

### Hardware\*

Technology Standard	Version Number	Vendor	Notes
Dell PowerEdge Server	R710	Dell Inc.	NRC sensitivity processing level approved: unclassified, non-SGI processing.  This device must be configured to CSO-STD-1104 MS Windows 2008 Server.
HP Proliant DL Series  HP Proliant ML Series	DL360, DL380, DL580	Hewlett-Packard	

### Software\*

Technology Standard	Version Number	Vendor	Notes
Microsoft SQL Server	2008, 2008 R2	Microsoft Corp.	
Microsoft Windows Server Standard Edition 2003		Microsoft Corp.	Approved  NRC is moving toward



Microsoft Windows Server Standard Edition 2008			Windows Server 2008
JBoss Enterprise Application Server	4.2.0	Red Hat	
Java Enterprise Edition (EE)	J2EE SDK 1.3, 1.4, Java EE 5 SDK	Sun Microsystems, Inc. (Oracle)	J2SE update 23 32-bit and 64-bit are included in NRC standard image for web developers
IBM WebSphere Application Server	7	IBM Corporation	
Apache HTTP Server	2.0, 2.2	Apache Software Foundation	
Microsoft Internet Information Services (IIS)	6.0	Microsoft Corporation	
Windows Internet Explorer (IE)	8.0	Microsoft Corporation	
Adobe Acrobat Professional	9.4.1	Adobe Systems, Inc.	Version 10 is approved pending on successful CTF test. Version 9 is approved.
Adobe Reader	9.4	Adobe Systems, Inc.	

*\*Note: Hardware and Software is subject to change*

2. The NRC will provide systems administration, database administration, and operations and maintenance support for the application.

## **VIII. CERTIFICATION AND ACCREDITATION SECURITY REQUIREMENTS**

### **Auditing**

The system shall be able to create, maintain and protect from modification or unauthorized access or destruction an audit trail of accesses to the objects it protects. The audit data shall be protected so that read access to it is limited to those who are authorized.

The system shall be able to record the following types of events: use of identification and authentication mechanisms, introduction of objects into a user's address space (e.g., file open, program initiation), deletion of objects, and actions taken by computer operators and system administrators or system security officers and other security relevant events. The system shall be able to audit any override of security controls.

The Contractor shall ensure auditing is implemented on the following:

- Operating System
- Application
- Web Server
- Web Services
- Network Devices
- Database
- Wireless

## **IX. PSATS BUSINESS REQUIREMENTS**

The following narratives describe a high level view of PSATS core business processes.

Detailed requirements are included in the PSATS System Requirements Specification document provided upon BPA award at the Kick-off Meeting.

- **Waivers (145b Process)**

Recruitment needs for NRC positions must be projected far enough in advance so that the required pre-appointment investigations can be conducted on each applicant without an adverse impact on the applicant's availability. It is recognized, however, that in unusual or emergency circumstances, it may be necessary to fill these positions prior to the completion of the prerequisite investigations. A request for a waiver of the completion of the pre-appointment investigative requirements must be submitted in writing by the Division Director or designee to the Personnel Security Branch (PSB). This individual must certify that such action is necessary in the interest of the NRC. The Minimum pre-appointment BI waiver requirements are:

- (1) NRC 236: A waiver request from the Division Director or designee, including the position risk or sensitivity level, and the justification for the waiver request;
  - (2) A favorable review of the security questionnaire form;
  - (3) A favorable review of an FBI Criminal History Check (fingerprint check). In the event the first set of fingerprints is unreadable or unclassifiable, submission of a second set of fingerprints is required.
  - (4) A favorable review of a Credit Bureau Report
  - (5) Citizenship verification. Citizenship can be verified by including a copy of a birth certificate, Naturalization Certificate, or U.S. passport; and
- (1) Minimum Pre-Appointment BI Waiver Requirements for all Short-term Employees:
    - NRC 236: A waiver request from the Division Director or designee, including the position risk or sensitivity level, and the justification for the waiver request;
    - A favorable review of the security questionnaire form;
    - A favorable review of an FBI Criminal History Check (fingerprint check). In the event the first set of fingerprints is unreadable or unclassifiable, submission of a second set of fingerprints is required.
    - A favorable review of a Credit Bureau Report

- **Citizenship verification.** Citizenship can be verified by including a copy of a birth certificate, Naturalization Certificate, or U.S. passport;

- **Background Investigations**

Except as discussed in the waiver section above, Public Trust, National Security (Special-Sensitive, Critical Sensitive, Non-Critical Sensitive), and Non-Sensitive positions will be filled only by persons for whom the prerequisite pre-appointment investigation has been conducted in accordance with applicable executive orders (EO12968, EO10450, and CFR731[Suitability]), OPM guidance, (HSPD-12), and Federal Information Processing Standard Publication 201 (FIPS 201) . If the public trust risk level designation for the national security position requires a higher level of investigation than the investigation for the national security access/sensitivity level, the higher level of investigation must be conducted. These investigations provide information that will ensure appropriate identity proofing and permit a determination as to whether or not the employment or retention in employment of the individual is clearly consistent with the interests of national security and the efficiency of the service.

The BI is the tool used for the adjudication process. This process is executed for NSI or public trust positions. The Specialist makes sure that all relevant information is gathered for an individual and then decides on the candidate's suitability and, if required, his eligibility to hold a National Security Clearance.

- **Reinvestigations**

The incumbent of every position within the NRC shall be required to undergo a reinvestigation every 5/10 years as specified by policy. Reinvestigations are conducted by OPM except for presidential appointees.

- **Clearances**

PSB grants, denies, suspends, administratively withdraws, or revokes employee access to national security information (NSI), in accordance with E.O. 12968. Employees shall not be cleared to have access to NSI unless they have been determined to be eligible for access by PSB based upon a favorable adjudication of an appropriate BI; have a demonstrated need-to-know; and have signed an approved nondisclosure agreement (SF-312).

When a candidate has a successfully adjudicated background investigation, it does not mean that the clearances are automatically granted during the time of request. If the candidate has an appropriate level adjudicated background investigation, then the final clearance process will be followed. Otherwise, a waiver for employment may be granted as long as the appropriate background investigations have been initiated and the required checks are favorable. During this time the employee is not authorized access to classified information.

- **Reciprocity**

Background investigations and eligibility determinations shall be reciprocally accepted by the NRC unless there is substantial information indicating that an employee may not satisfy

the standards in E.O. 12968 or the NRC is aware of suitability issues that may exist in the investigation.

Often, it is difficult to distinguish between employment suitability issues and security clearance trustworthy issues. Unique suitability issues may serve as impediments to reciprocity. PSB must be cognizant that unique suitability issues such as requirements for psychological or medical evaluations as well as the unwillingness to accept certain mitigated issues will always contribute to the perception that reciprocity is not being honored. PSB must ensure that in such instances, the completion of an entirely new security questionnaire or the conduct of duplicative investigative checks does not occur. Rather, only additional, not duplicative, investigative and adjudicative procedures will be completed.

- **Records Checks Processing**

Records checks are required to validate a candidate's information and/or gather information on the candidate's personal history. Various types of records checks can be performed for a single case including name checks, credit checks, and FBI records checks. Most records checks are generally performed as part of the investigative process. However, additional records checks may be conducted during the adjudication process, if required.

- **Adjudicating Processing Information**

Adjudication processing refers to the analysis and recommendation regarding the processing activity discussed in the above sections. This information includes providing case status information (i.e., dates, reasons associated with case status, and notes) and additional information required prior to closing the processing activity.

Adjudication processing will generally occur after all information relative to the processing activity has been received, entered (via the intake process), and completed within the system. If needed, the Specialist can route the case information relative to the processing activity back to the Investigation Agency for additional data collection to assist with rendering an adjudicative decision. At the completion of the adjudication process, all candidate information is analyzed, and a recommended decision is made. The decision then may be forwarded onto the Senior Adjudicator and/or Branch Chief to formally approve or disapprove the adjudication decision. It is important to note that the Senior Adjudicator and/or Branch Chief are not always involved in the adjudication process. The Specialist has final adjudicative authority in most cases. If problems arise, the Specialist recommends course of action to the Senior Adjudicator, who in turn, discusses the final decision with the Branch Chief. All PSB adjudicative decisions are made on behalf of the Director of the Division of Facilities and Security.

- **Management Review**

After successful completion of some adjudication processing, the Branch Chief is required to review the data for completeness and accuracy before formally giving concurrence to the recommended decision of the Specialist. This applies to pre-employment waiver requests, requests for temporary access authorizations and any investigations (initial or periodic) where serious issues have been identified. Favorable adjudications for investigations and clearances are not routed to the Branch Chief for concurrence. However, they may be routed to the Senior Adjudicator for concurrence, specifically if the Specialist is a Trainee or is placed on a performance monitoring initiative, or the case has a particularly difficult

situation to adjudicate. Additionally throughout the adjudication process, the Branch Chief needs the ability to review the details of a case. Reviewing the details of a case can occur at multiple times throughout the adjudication process. The Branch Chief has the ability to access a case at any point in time, to update case information, change the user assigned to a case, or to update case status.

- **Reporting**

PSATS shall provide user with a robust reporting capability, allowing users to have up-to-the-minute access to the personnel security adjudication processing data. System users will be able to request canned reports as well as create and share adhoc reports.

- **Records Management**

Records management is essential for the efficient and systematic control of the creation, receipt, maintenance, use, and disposition of records. This includes: the processes for capturing and maintaining documents, and information about processing activities and transaction records. The current personnel security adjudication processing system used by PSB does not track the location of the hard copy file. Entire paper files associated with an individual are manually placed in PSB's File Room for archiving. As PSATS reduces the amount of paper required to process a candidate under the adjudicative processes, a hybrid solution will need to be put in place until a fully electronic system can be implemented. PSATS will continue to use PSB's File Room for its records management of cases with existing files. However, for new cases, these files will be kept electronically within the PSATS document management system (component).

- **Interface to eQIP**

The Nuclear Regulatory Commission is now using the Electronic Questionnaires for Investigations Processing (eQIP, Revised September 2008), which is part of an e-Government initiative sponsored by the Office of Personnel Management. eQIP allows applicants to electronically enter, update, and release their personal investigative data over a secure internet connection to their employing agency for review and approval. eQIP was developed for the U.S. Office of Personnel Management, Federal Investigations Services Division and is available for use by NRC, contractors, licensees, and other Federal agencies. This system uses an electronic version of the Questionnaire for National Security Positions, Standard Form 86 (SF-86) and the Questionnaire for Non-Sensitive Positions, Standard Form 85 (SF-85) and is designed to minimize errors and expedite processing.

- **Interface to CVS**

OPM, as part of e-clearance initiative, is collecting all clearances granted from the many organizations that it supports, including the NRC. On a monthly basis PSB is required to send a list of all clearances granted and withdrawn. PSB staff have several manual steps to deliver this requirement. It is expected that PSATS will reduce the number of steps required to meet OPM's requirement. OPM has requested 16 fields in the fixed width delimited output text file that is transferred to CVS on a daily basis. See the file layout, OPM Attachment 1, for a detailed description of the fields and their widths. OPM is in the process of updating

these requirements; therefore, PSATS should be flexible enough to accommodate the new requirements as they are identified.

- **Interface to PIPS**

The U.S. Office of Personnel Management (OPM), Federal Investigative Services Division (FISD), maintains a computer system referred to as PIPS (Personnel Investigations Processing System). It contains OPM's Security/Suitability Investigations Index (SII), with records of approximately 9 million Federal employees and contractors who have been investigated for the government during the preceding 15-25 years. It includes approximately 15 million records of investigations conducted by and for OPM, and by and for other Federal investigative agencies (Federal Bureau of Investigation, State Department, Secret Service, etc.), which report their background investigations to OPM. Because of the wide variety of information in PIPS, OPM offers its customer agencies the option of accessing the system via a computer network to perform a variety of functions usually handled by phone or mail. The functions include: checks on status of agency's cases; searches of OPM's SII and requests for investigative files; notifications to OPM of investigations being conducted by other investigative agencies; requests for Special Agreement Checks (SACs); e-mail messages to OPM; printing or downloading closed cases; downloading case status data; entry of agency adjudicative action; and update clearance/access data.

- **Interface to WTTS/EODS**

Workforce Transformation and Tracking System and Entrance on Duty Station (WTTS/EODS) is a web-based application in the Human Resources Management Suite (HRMS) in accordance with the interagency agreement with NRC's shared service provider, the Department of Interior's National Business Center (DOI/NBC). WTTS/EODS is used to initiate, authorize, and track recruitment, hiring and onboarding activities, including vacancy, selectee, and new hire forms data.

- **Interface to FPPS**

NRC does not have its own human resources/payroll system and rely on the Department of Interior's Federal Personnel Payroll System (FPPS) for processing HR and payroll data. Currently, PSB receives an extract of employee information from FPPS to populate employee data in IPSS. PSATS will also rely on the data extract from FPPS.

### **XIII RIGHTS IN DATA--GENERAL**

(a) Definitions. As used in this clause--

"Computer database" or "database" means a collection of recorded information in a form capable of, and for the purpose of, being stored in, processed, and operated on by a computer. The term does not include computer software.

"Computer software"--

(1) Means

(i) Computer programs that comprise a series of instructions, rules, routines, or statements, regardless of the media in which recorded, that allow or cause a computer to perform a specific operation or series of operations; and

(ii) Recorded information comprising source code listings, design details, algorithms, processes, flow charts, formulas, and related material that would enable the computer program to be produced, created, or compiled.

(2) Does not include computer databases or computer software documentation.

"Computer software documentation" means owner's manuals, user's manuals, installation instructions, operating instructions, and other similar items, regardless of storage medium, that explain the capabilities of the computer software or provide instructions for using the software.

"Data" means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

"Form, fit, and function data" means data relating to items, components, or processes that are sufficient to enable physical and functional interchangeability, and data identifying source, size, configuration, mating and attachment characteristics, functional characteristics, and performance requirements. For computer software it means data identifying source, functional characteristics, and performance requirements but specifically excludes the source code, algorithms, processes, formulas, and flow charts of the software.

"Limited rights" means the rights of the Government in limited rights data as set forth in the Limited Rights Notice of paragraph (g)(3) if included in this clause.

"Limited rights data" means data, other than computer software, that embody trade secrets or are commercial or financial and confidential or privileged, to the extent that such data pertain to items, components, or processes developed at private expense, including minor modifications.

"Restricted computer software" means computer software developed at private expense and that is a trade secret, is commercial or financial and confidential or privileged, or is copyrighted computer software, including minor modifications of the computer software.

"Restricted rights", as used in this clause, means the rights of the Government in restricted computer software, as set forth in a Restricted Rights Notice of paragraph (g) if included in this clause, or as otherwise may be provided in a collateral agreement incorporated in and made part of this contract, including minor modifications of such computer software.

"Technical data", means recorded information (regardless of the form or method of the recording) of a scientific or technical nature (including computer databases and computer software documentation). This term does not include computer software or financial, administrative, cost or pricing, or management data or other information incidental to contract administration. The term includes recorded information of a scientific or technical nature that is included in computer databases (See 41 U.S.C. 403(8)).

"Unlimited rights" means the rights of the Government to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose, and to have or permit others to do so.

(b) Allocation of rights.

(1) Except as provided in paragraph (c) of this clause, the Government shall have unlimited rights in--

(i) Data first produced in the performance of this contract;

(ii) Form, fit, and function data delivered under this contract;

(iii) Data delivered under this contract (except for restricted computer software) that constitute manuals or instructional and training material for installation, operation, or routine maintenance and repair of items, components, or processes delivered or furnished for use under this contract; and

(iv) All other data delivered under this contract unless provided otherwise for limited rights data or restricted computer software in accordance with paragraph (g) of this clause.

(2) The Contractor shall have the right to--

(i) Assert copyright in data first produced in the performance of this contract to the extent provided in paragraph (c)(1) of this clause;

(ii) Use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, unless provided otherwise in paragraph (d) of this clause;

(iii) Substantiate the use of, add, or correct limited rights, restricted rights, or copyright notices and to take other appropriate action, in accordance with paragraphs (e) and (f) of this clause; and



(iv) Protect from unauthorized disclosure and use those data that are limited rights data or restricted computer software to the extent provided in paragraph (g) of this clause.

(c) Copyright--

(1) Data first produced in the performance of this contract.

(i) Unless provided otherwise in paragraph (d) of this clause, the Contractor may, without prior approval of the Contracting Officer, assert copyright in scientific and technical articles based on or containing data first produced in the performance of this contract and published in academic, technical or professional journals, symposia proceedings, or similar works. The prior, express written permission of the Contracting Officer is required to assert copyright in all other data first produced in the performance of this contract.

(ii) When authorized to assert copyright to the data, the Contractor shall affix the applicable copyright notices of 17 U.S.C. 401 or 402, and an acknowledgment of Government sponsorship (including contract number).

(iii) For data other than computer software, the Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable, worldwide license in such copyrighted data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly by or on behalf of the Government. For computer software, the Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable, worldwide license in such copyrighted computer software to reproduce, prepare derivative works, and perform publicly and display publicly (but not to distribute copies to the public) by or on behalf of the Government.

(2) Data not first produced in the performance of this contract. The Contractor shall not, without the prior written permission of the Contracting Officer, incorporate in data delivered under this contract any data not first produced in the performance of this contract unless the Contractor--

(i) Identifies the data; and

(ii) Grants to the Government, or acquires on its behalf, a license of the same scope as set forth in paragraph (c)(1) of this clause or, if such data are restricted computer software, the Government shall acquire a copyright license as set forth in paragraph (g)(4) of this clause (if included in this contract) or as otherwise provided in a collateral agreement incorporated in or made part of this contract.

(3) Removal of copyright notices. The Government will not remove any authorized copyright notices placed on data pursuant to this paragraph (c), and will include such notices on all reproductions of the data.

(d) Release, publication, and use of data. The Contractor shall have the right to use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, except--

(1) As prohibited by Federal law or regulation (e.g., export control or national security laws or regulations);

(2) As expressly set forth in this contract; or

(3) If the Contractor receives or is given access to data necessary for the performance of this contract that contain restrictive markings, the Contractor shall treat the data in accordance with such markings unless specifically authorized otherwise in writing by the Contracting Officer.

(e) Unauthorized marking of data.

(1) Notwithstanding any other provisions of this contract concerning inspection or acceptance, if any data delivered under this contract are marked with the notices specified in paragraph (g)(3) or (g) (4) if included in this clause, and use of the notices is not authorized by this clause, or if the data bears any other restrictive or limiting markings not authorized by this contract, the Contracting Officer may at any time either return the data to the Contractor, or cancel or ignore the markings. However, pursuant to 41 U.S.C. 253d, the following procedures shall apply prior to canceling or ignoring the markings.

(i) The Contracting Officer will make written inquiry to the Contractor affording the Contractor 60 days from receipt of the inquiry to provide written justification to substantiate the propriety of the markings;

(ii) If the Contractor fails to respond or fails to provide written justification to substantiate the propriety of the markings within the 60-day period (or a longer time approved in writing by the Contracting Officer for good cause shown), the Government shall have the right to cancel or ignore the markings at any time after said period and the data will no longer be made subject to any disclosure prohibitions.

(iii) If the Contractor provides written justification to substantiate the propriety of the markings within the period set in paragraph (e)(1)(i) of this clause, the Contracting Officer will consider such written justification and determine whether or not the markings are to be cancelled or ignored. If the Contracting Officer determines that the markings are authorized, the Contractor will be so notified in writing. If the Contracting Officer determines, with concurrence of the head of the contracting activity, that the markings are not authorized, the Contracting Officer will furnish the Contractor a written determination, which determination will become the final agency decision regarding the appropriateness of the markings unless the Contractor files suit in a court of competent jurisdiction within 90 days of receipt of the Contracting Officer's decision. The Government will continue to abide by the markings under this paragraph (e)(1)(iii) until final resolution of the matter either by the Contracting Officer's

determination becoming final (in which instance the Government will thereafter have the right to cancel or ignore the markings at any time and the data will no longer be made subject to any disclosure prohibitions), or by final disposition of the matter by court decision if suit is filed.

(2) The time limits in the procedures set forth in paragraph (e)(1) of this clause may be modified in accordance with agency regulations implementing the Freedom of Information Act (5 U.S.C. 552) if necessary to respond to a request thereunder.

(3) Except to the extent the Government's action occurs as the result of final disposition of the matter by a court of competent jurisdiction, the Contractor is not precluded by paragraph (e) of the clause from bringing a claim, in accordance with the Disputes clause of this contract, that may arise as the result of the Government removing or ignoring authorized markings on data delivered under this contract.

(f) Omitted or incorrect markings.

(1) Data delivered to the Government without any restrictive markings shall be deemed to have been furnished with unlimited rights. The Government is not liable for the disclosure, use, or reproduction of such data.

(2) If the unmarked data has not been disclosed without restriction outside the Government, the Contractor may request, within 6 months (or a longer time approved by the Contracting Officer in writing for good cause shown) after delivery of the data, permission to have authorized notices placed on the data at the Contractor's expense. The Contracting Officer may agree to do so if the Contractor--

(i) Identifies the data to which the omitted notice is to be applied;

(ii) Demonstrates that the omission of the notice was inadvertent;

(iii) Establishes that the proposed notice is authorized; and

(iv) Acknowledges that the Government has no liability for the disclosure, use, or reproduction of any data made prior to the addition of the notice or resulting from the omission of the notice.

(3) If data has been marked with an incorrect notice, the Contracting Officer may--

(i) Permit correction of the notice at the Contractor's expense if the Contractor identifies the data and demonstrates that the correct notice is authorized; or

(ii) Correct any incorrect notices.

(g) Protection of limited rights data and restricted computer software.

(1) The Contractor may withhold from delivery qualifying limited rights data or restricted computer software that are not data identified in paragraphs (b)(1)(i), (ii), and (iii) of this clause. As a condition to this withholding, the Contractor shall--

(i) Identify the data being withheld; and

(ii) Furnish form, fit, and function data instead.

(2) Limited rights data that are formatted as a computer database for delivery to the Government shall be treated as limited rights data and not restricted computer software.

(3) [Reserved]

(h) Subcontracting. The Contractor shall obtain from its subcontractors all data and rights therein necessary to fulfill the Contractor's obligations to the Government under this contract. If a subcontractor refuses to accept terms affording the Government those rights, the Contractor shall promptly notify the Contracting Officer of the refusal and shall not proceed with the subcontract award without authorization in writing from the Contracting Officer.

(i) Relationship to patents or other rights. Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government.

**Addendum to NRC-HQ-11-A-10-0026-0001**

**See attached MicroPact Engineering, Inc. Software License Agreement**

**MICROPACT ENGINEERING, INC**

**SOFTWARE LICENSE AGREEMENT**

THIS LICENSE AGREEMENT (this "Agreement") is entered into as of October, 1, 2011, by and between MICROPACT, INC., a Virginia corporation having its principal offices at 12901 Worldgate Drive, Suite 800, Herndon, VA 20170, hereinafter referred to as "MicroPact" and

LICENSEE NAME: U.S. Nuclear Regulatory Commission

LICENSEE'S PRIMARY: Jesus Sanchez

PLACE OF BUSINESS: DFS/PSB – Mail Stop: 5-B32M  
Washington, DC 20555

PHONE NUMBER: 301-492-3652

Hereinafter referred to as "Licensee."

Licensee agrees that the following terms and conditions apply to any software license purchased by Licensee and provided by MicroPact.

This Agreement consists of this page, Schedule A (Terms and Conditions), Schedule B (Support Agreement), and Schedule C (Statement of Work as included in the contract),

MICROPACT AND LICENSEE, HAVING READ THIS AGREEMENT AND THE REFERENCED SCHEDULES AND ANY ADDENDA CONSTITUTING A PART HEREOF, AGREE TO BE BOUND BY THE TERMS AND CONDITIONS CONTAINED HEREIN AND THEREIN.

AGREED TO

BY:

NUCLEAR REGULATORY COMMISSION

PRINT NAME: MICHAEL A. TURNER

SIGN: Michael A. Turner

TITLE: CONTRACTING OFFICER

DATE: 9-30-2011

ACCEPTED IN HERNDON, VIRGINIA

MICROPACT, INC.

PRINT NAME: KRIS COLLO

SIGN: Kris Collo

TITLE: PRESIDENT / CEO

DATE: 9-30-11

WHEREAS, LICENSOR has designed, developed, purchased or configured certain computer software systems which LICENSOR has designated as entellitrak<sup>®</sup> Software and has used such software in support of commercial and government programs; and

WHEREAS, LICENSOR and LICENSEE desire and specifically agree to be bound to each other by the terms and conditions as stated in this Agreement and further that the relationship between LICENSOR and LICENSEE regarding the subject matter of this Agreement shall be solely governed and determined according to this Agreement; and contract terms and conditions, FAR clauses, and applicable federal law .

WHEREAS, LICENSEE desires to acquire from LICENSOR and LICENSOR wishes to grant to LICENSEE a non-exclusive license to use the entellitrak<sup>®</sup> Software as further defined, permitted, conditioned, and restricted below.

NOW, THEREFORE, in consideration of foregoing and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, and in consideration of covenants and obligations hereinafter set forth, the Parties agree to be bound by the terms and conditions as follows:

## A. TERMS AND CONDITIONS

### I. ORIGIN OF LICENSED SOFTWARE

The Licensor represents that entellitrak<sup>®</sup> is derived from software developed by Licensor or by contractors or subcontractors of Licensor, under the specification, direction and control of Licensor and which has been or may be in the future reconfigured for utilization in one or more programs. The Parties also expressly agree that ownership of the Licensed Software resides in Licensor together with all intellectual property rights pertaining thereto including copyright, trade secret, or patent. MicroPact shall have sole and exclusive ownership of all right, title, and interest in and to the Program(s) and User Materials, all copies thereof, and all modifications, derivatives and enhancements thereto (including ownership of all copyrights, trade secrets, inventions, trade or product names and other intellectual property rights pertaining thereto), subject only to the right and License expressly granted to Licensee herein. This Agreement does not provide Licensee with title or ownership of the Program(s), but only a right of limited use as defined herein. Moreover, this Agreement does not provide Licensee with permission or a license to any third party programs or materials that may be used in conjunction with the Programs. The Program(s) and End User Materials contain proprietary and trade secret information of MicroPact and Licensee agrees to keep the Program(s) and End User Materials strictly confidential.

### II. LICENSE GRANT

This Agreement grants a limited, worldwide, non-exclusive, non-transferable personal license ("License") to install and use one copy of the specified object code version of the MicroPact software product identified in the Statement of Work ("Program" or "SOW") on a single registered computer (CPU) located at the Designated Location as defined in the SOW and related documentation, specifications and other support materials, as provided ("Documentation") for which the appropriate fee ("License Fee") was paid, provided the Program is in use on registered CPUs by only the number of users for which Licensee has paid a License Fee for its own internal business use. Concurrent use on two or more CPUs is only authorized to the extent that Licensee has acquired such authorization by the payment of the appropriate [server-based] License Fees. If the anticipated number of users of the Program will exceed the number of applicable Licenses, then Licensee must have a reasonable mechanism or process in place to assure that the number of persons using the Program concurrently does not exceed the number of Licenses. Licensee may not use the Program(s) to process accounts or records or to generate output data for the direct benefit of, or for purposes of rendering services to, any other business entities or organizations, excluding reporting requirements to other government agencies

### III. AUTHORIZED USE

\* Licensee agrees that all activities with regard to the Licensed Software shall at all times comply with applicable United States and any state, county or local government laws.

\* Object Code: The Program(s) are provided in and may be used in machine-readable object code form only. In no event does this license permit Licensee to reverse-compile or in any way reverse-engineer the object code Program into source code.

\* Back-up Copies: Licensee may make one (1) copy of each Program in machine-readable, object code form for nonproductive archival, or backup purposes only, provided that Licensee reproduces and includes MicroPact's copyright and other intellectual property notices. Each backup copy must be stored in a safe and secure location and its contents must be kept confidential. All copies of all Programs must be returned to MicroPact, or their destruction certified, upon MicroPact's request. Licensee shall have no other right to copy, in whole or in part, the Licensed Software. Any copy of the software made by Licensee shall be the exclusive property of Licensor.

\* End-User Materials: End-User Materials that are delivered with the Program(s) contain the technical specifications for the use and operation of each Program and are provided solely to support Licensee's authorized use of the Program(s). Licensee may not use, copy, modify, or distribute the End-User Materials, or



any copy, adaptation, transcription, or merged portion thereof, except as expressly authorized by MicroPact by separate written agreement.

#### IV. DELIVERY AND ACCEPTANCE

Licensor agrees to deliver to Licensee the current version of the Licensed Software as described in the Statement of Work. Licensor shall have no obligation to maintain or to make any Enhancements to the Licensed Software except as set forth in the SOW (Schedule C). Licensor will also deliver to Licensee the electronically formatted documentation manual relating to the Licensed Software as enumerated in the Statement of Work. MicroPact will use commercially reasonable efforts to ensure delivery of each Program in accordance with the Delivery Schedule. MicroPact will not be responsible for delays caused by events or circumstances beyond its reasonable control or delays caused or related to Licensee's delay or its failure to meet its obligations under this Agreement.

The Parties hereby agree installation of the application constitutes acceptance.

#### V. FEES AND OTHER CHARGES

\* License Fees. Unless otherwise provided in the SOW (Schedule C). Licensee agrees to pay the License Fees for Licensee's License of a Program upon receipt and acceptance of the Program. If additional License Fees are specified for a Program (e.g., annual License Fees or incremental License Fees for multi-copy or LAN Licenses), a modification or purchase order may issued to purchase such additional licenses.

\* Other Charges. License Fees do not include installation services, training services, travel and living expenses for installation and training, file conversion costs, optional products and services or consulting services requested by Licensee, or the costs of any recommended hardware. If professional services are included in the SOW and price proposal, Licensee agrees to pay such fees when the services are rendered and/or the product is delivered, as invoiced by MicroPact. MicroPact reserves the right to request a modification or purchase order for additional service fees if an operator seeks MicroPact's assistance outside the scope of this Agreement.

\* Late Charges. With respect to late payments, the parties will abide by the Prompt Payment Act, 31 USC 3901-3907.

\* Support and Consulting. In order for MicroPact to provide software support for the Program, Licensee must purchase annual support at 20% of the software license base price. MicroPact shall have no responsibility to maintain the Program unless Licensee purchases annual support provided by MicroPact. In the event that Licensee requests consulting services that are beyond the scope of this Agreement and MicroPact's then prevailing standard support policies and procedures, MicroPact may, after approval by the Contracting Officer, provide such services or recommend appropriate outside consultants. In all cases, fees for such services will be charged at MicroPact's standard rates and Licensee will be responsible for paying all associated charges, including any travel, lodging and per diem expenses incurred by MicroPact employees and/or agents, that were approved by the Contracting Officer.

\* Payment. Payments to Licensor shall be mailed to: MicroPact, Inc., Attn: Accounts Receivable, 12901 Worldgate Drive, Suite 800, Herndon, VA 20170.

#### VI. CUSTOMER RESPONSIBILITIES

Licensee acknowledges that data conversion is subject to the likelihood of human and machine errors, omissions, delays, and losses, including inadvertent loss of data or damage to media, that may give rise to loss or damage. MicroPact shall not be liable for any such errors, omissions, delays, or losses, unless caused by the willful misconduct of its employees. Licensee is responsible for adopting reasonable measures to limit the impact of such problems, including backing up data, and adopting procedures to ensure the accuracy of input data; examining and confirming results prior to use; and adopting procedures to identify and correct errors and

omissions, replace lost or damaged media, and reconstruct data. Licensee is also responsible for complying with all local, state, and federal laws pertaining to the use and disclosure of any data.

In addition, Licensee is responsible for the following actions:

- a) Supplying all hardware, software, integration components and environmentally sound location(s) required to support intended product performance as described in product literature.
- b) Supplying skilled personnel to support the application's performance while in use at Licensee's site(s), including any applicable technical and/or administrative training required.
- c) Maintaining strict control of all copies of the Program and related documentation. Customer shall promptly notify MicroPact of any change in the registered computer(s) or designated location covered by this Agreement and noted in the SOW.
- d) Maintaining the confidentiality of the Program(s) and related documentation from all Third Parties.

## VII. LIMITATIONS OF USE

Licensee may not use, copy, modify, or distribute the Program(s) (electronically or otherwise), or any copy, adaptation, transcription, or merged portion thereof, except as expressly authorized by MicroPact, an applicable Statement of Work, or a separate written agreement signed by MicroPact. Licensee may not reverse assemble, reverse compile, or otherwise translate the Program(s). Licensee's License may not be transferred, leased, assigned, or sublicensed without MicroPact's prior written consent, except for a transfer of the Program(s) in their entirety to a successor in interest of Licensee's entire business who assumes the obligations of this Agreement and whose computer is duly registered with MicroPact. The Program(s) shall be installed only at a location approved by MicroPact ("Designated Location") and shall not be transferred to any other location without MicroPact's prior written consent (which will not be unreasonably withheld), provided that Licensee may transfer the Program(s) to another location temporarily in the event of an interruption of computer operations at the Designated Location(s). Licensee authorizes MicroPact to enter Licensee's premises in order to inspect the Program(s) during regular business hours to verify compliance with the terms of this Agreement. Licensee further agrees to make its personnel available to MicroPact in order to reasonably assist in its compliance investigation. Licensor shall bear the expense of an audit.

## VIII. WARRANTY

Effective on the first day of the License period, for a period of ninety (90) days, MicroPact warrants that the Program, when operated with the equipment configuration and in the operating environment specified by MicroPact, will perform substantially in accordance with the technical specifications included or referred to in the applicable Statement of Work. The ninety (90) day period shall commence on the date of installation at licensee's facility. MicroPact does not warrant that the Program will be error-free in all circumstances. In the event of any defect or error covered by such warranty, Licensee agrees to provide MicroPact with sufficient detail to allow MicroPact to reproduce the defect or error. Licensee's exclusive remedy for any defect or error in the Program(s) covered by such warranty, and as MicroPact's entire liability in contract, tort, or otherwise, MicroPact will correct such error or defect at MicroPact's facility by issuing corrected instructions, a restriction, or a bypass or any other correction technique in its sole discretion. If MicroPact is unable to correct such defect or error after a reasonable opportunity, MicroPact will refund the License Fees paid for such Program. However, MicroPact is not responsible for any defect or error not reported during the warranty period or any defect or error in a Program which Licensee has modified, misused, or damaged or installed on a non-registered computer or in a non-designated location. EXCEPT AS SET FORTH ABOVE IN THIS SECTION 8, AND NOTWITHSTANDING ANY PROVISION TO THE CONTRARY OTHERWISE CONTAINED HEREIN. THE PROGRAM(S) AND ANY SERVICES RELATED THERETO ARE PROVIDED "AS IS", WITH ALL FAULTS, AND MICROPACT DISCLAIMS ALL WARRANTIES OF ANY KIND. EXPRESS OR IMPLIED, TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING BUT NOT LIMITED TO ANY EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY, ACCURACY, QUALITY, PERFORMANCE, SYSTEMS INTEGRATION, EFFORTS, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. EXCEPT AS EXPRESSLY SET FORTH IN THIS PARAGRAPH, MICROPACT SHALL HAVE NO LIABILITY FOR THE PROGRAM(S) OR ANY SERVICES PROVIDED, INCLUDING ANY LIABILITY FOR NEGLIGENCE.

## VIII. LIMITATION OF LIABILITY

The cumulative liability of MicroPact to Licensee for all claims for direct damages relating to the Program(s) and any services rendered hereunder, in contract, tort, or otherwise, shall not exceed the total amount of all License Fees paid to MicroPact for the relevant Program(s) or services within the prior year. This limitation shall not apply to the indemnification provided in Section 10. **In no event shall either party be liable to the other for any consequential, indirect, special, or incidental damages, even if such party has been advised of the possibility of such potential loss or damage. The foregoing limitation of liability and exclusion of certain damages shall apply regardless of the success or effectiveness of other remedies. The prevailing Party and dispute arising under this Agreement shall be entitled to attorney's fees from the other Party.** FAR 52.212-4 is hereby incorporated by reference.

## IX. INDEMNIFICATION

If a third party claims that the Program(s) infringes any U.S. patent, copyright, or trade secret, MicroPact will (as long as Licensee is not in default under this Agreement or any other agreement with MicroPact) defend Licensee against such claim at MicroPact's expense and pay all damages that a court finally awards, provided that Licensee promptly notifies MicroPact in writing of the claim, and allows MicroPact to control, and cooperate with MicroPact in, the defense or any related settlement negotiations. If such a claim is made or appears possible, MicroPact may, at its option, secure for Licensee the right to continue to use the Program(s), modify or replace the Program(s) so they are noninfringing, or, if neither of the foregoing options is available in MicroPact's sole judgment, require Licensee to return the Program(s) for a credit equal to the previously paid License Fees for the Program. However, MicroPact has no obligation for any claim based on a modified version of the Program(s) or its combination, operation, or use with any product, data, or apparatus not provided by MicroPact. **THIS PARAGRAPH STATES MICROPACT'S ENTIRE AND EXCLUSIVE OBLIGATION TO LICENSEE WITH RESPECT TO ANY CLAIM OF INFRINGEMENT.**

## X. DEFAULT

Should Licensee fail to pay any fees or charges due hereunder, or fail to carry out any other obligation under this Agreement or any other agreement with MicroPact, MicroPact may, at its option, pursue remedy in accordance with the Contract Disputes Act, 41 USC 601-613.

## XI. TERMINATION

MicroPact may terminate this Agreement upon providing Licensee with thirty (30) days prior written notice in cases other than default. Upon termination of this Agreement as a result of Licensee's default, or upon expiration of the Program(s) License Term, Licensee's License will terminate and Licensee shall be required to return or certify destruction, as requested by MicroPact, all copies of the Program(s) in Licensee's possession (whether modified or unmodified) and all other materials pertaining to the Program(s), including all copies thereof. Licensee agrees to certify its compliance with such requirement upon MicroPact's request. Any use of the Program(s) or the End-User Materials after termination will be considered infringement. FAR 52.212-4 is hereby incorporated by reference

## XII. NOTICES

All notices or other communications required to be given hereunder shall be in writing and delivered either personally or by U.S. mail, certified, return receipt requested, postage prepaid, and addressed as provided in this Agreement or as otherwise requested by the receiving party. Notices delivered personally shall be effective upon delivery and notices delivered by mail shall be effective upon their receipt by the party to whom they are addressed.

Notices should be addressed to MicroPact, Inc., Attn: Contracts, 12901 Worldgate Drive, Suite 800, Herndon, VA 20170.

#### XIV. GOVERNING LAW

This Agreement shall be governed by and construed and enforced in accordance with applicable federal law.

#### XV. MODIFICATIONS AND WAIVERS

This Agreement may not be modified or otherwise amended except by a writing signed by authorized representatives of both parties. A waiver by either party of its rights hereunder shall not be binding unless contained in a writing signed by an authorized representative of the party waiving its rights. The non-enforcement or waiver of any provision on one (1) occasion shall not constitute a waiver of such provision on any other occasions unless expressly so agreed in writing. It is agreed that no use of trade or other regular practice or method of dealing between the parties hereto shall be used to modify, interpret, supplement, or alter in any manner the terms of this Agreement.

#### XVI. FORCE MAJEURE

Neither party shall be liable for any loss or delay resulting from any force majeure event, including acts of God, fire, natural disaster, terrorism, labor stoppage, war or military hostilities, communications failures, power outages, or inability of carriers to make scheduled deliveries, and any payment or delivery date shall be extended to the extent of any delay resulting from any force majeure event.

#### XVII. INTEGRATION

This document, including the attached the SOW (Schedule C), constitutes the final expression of the parties' agreement pertaining to the Program, is a complete and exclusive statement of the terms of that agreement, and supersedes all prior communications, either written or oral, between the parties pertaining to the subject matter of this Agreement. This Agreement shall not be modified or terminated, except in writing signed by each party hereto. Notwithstanding any provisions to the contrary in any subordinate documents or elsewhere, including, but not limited to, any purchase order(s) issued by Licensee, no provisions of any other document or statements of Licensor representatives which are in addition to or inconsistent with or otherwise vary this Agreement shall be binding upon Licensor except for the contract terms and conditions, FAR clauses, and applicable federal law, unless expressly agreed to in writing by a corporate officer of Licensor, which writing specifically refers to this Agreement and states that it is intended to amend, modify or terminate this Agreement.

#### XVIII. PUBLICITY AND MARKETING

Licensee agrees to be included on a list of MicroPact Engineering, Inc. clients as a reference. Furthermore, Licensee hereby authorizes MicroPact to use its unit in a press release relating to the sale of Program and Services hereunder. MicroPact shall allow Licensee to review, modify, and authorize, as reasonably necessary, such press release prior to its publication. The production of such documents is at MicroPact's expense, and no such documents or any content relating thereto will be made public without Licensee's express, written permission which will not be withheld unreasonably.

#### XIX. CONFIDENTIALITY AND NON-DISCLOSURE

- a) Licensee acknowledges that title and full ownership rights to the Licensed Software remains with Licensor and that Licensee acquires only the right to use or sublicense the Licensed Software according to the terms of this Agreement.
- b) Licensee acknowledges that Licensed Software, by virtue of not being generally publicly available, comprises information, which Licensor does not wish to have disclosed without restriction, or misused, and as such is considered valuable proprietary information and trade secrets of Licensor. To protect the proprietary rights of Licensor, Licensee agrees to receive, hold, and protect the Licensed Software in strict confidence and agrees that it will not disclose any part of the Licensed Software in any form to any third party including employees or consultants of the Licensee unless such party shall agree to use and protect such Licensed

Subject Matter according to the same or similar terms of this Agreement. Licensee agrees to instruct persons having access to the Licensed Software of the confidential and restricted use as appropriate, as a part of its duty to hold the Licensed Subject Matter in strict confidence. Licensee further agrees to use its best efforts to prevent unauthorized access to the Licensed Software.

- c) If Licensee uses or discloses any part of the Licensed Software in contravention of any provision of this Agreement, Licensor shall be entitled to terminate this Agreement and to demand the return of the Licensed Software, all copies or duplications, and all materials furnished by Licensor or copies thereof, and to enter Licensee's premises and remove the Licensed Software at any reasonable time during normal working hours, consistent with Licensee's security regulations.

## B. SUPPORT

1. **General.** "Licensee " means the single end-user customer organization. The License, granted hereunder shall extend to Licensee's wholly owned subsidiaries.
2. **Support.** MicroPact agrees to provide annual support of Program delivered to Licensee pursuant to this Agreement.
3. **Upgrades.** MicroPact shall provide Licensee (i) all upgrades, modifications, improvements, enhancements, extensions, and other changes to the Program which are generally made available to other customers of MicroPact.
4. **Telephone Support.** MicroPact shall provide telephone support so as to allow Licensee to report problems and to seek assistance in the use of the Program. Upon receipt of the initial call MicroPact will provide a maintenance call identification number. MicroPact shall return support calls within a commercially reasonable time, normally one (1) hour, after receipt of Licensee's call. During this call back, MicroPact will employ reasonable commercial efforts to either resolve the problem or provide Licensee with an identification of the level of severity of the problem, and an estimated completion time for resolution of the problem. MicroPact may, upon request, provide Licensee with a beeper number to contact for support during weekday and weekend hours that are outside the telephone support hours of operation.
5. **Major Defect.** When Licensee reports a major defect to MicroPact using the MicroPact hotline, MicroPact shall immediately proceed with diligent and sustained effort to (i) recreate and verify such defect, and then employ reasonable commercial efforts to correct such major defect and (ii) unless the major defect is corrected within forty-eight hours of MicroPact's receipt of Licensee's report thereof (or such longer period as Licensee may agree), implement a temporary solution to avoid or significantly minimize the impact of the major defect on the operation of the Program until the major defect is corrected.
6. **Minor Defect.** When Licensee reports a minor defect to MicroPact using the MicroPact hotline, MicroPact shall within a commercially reasonable time initiate efforts to (i) recreate and correct such minor defect within a reasonable time and (ii) suggest solutions to avoid and minimize the impact of the minor defect on the operation of the Program until the minor defect is corrected.
7. **Documentation.** MicroPact will provide to Licensee, at MicroPact's option, either in hard copy or by electronic media updated Documentation for any upgrades, modifications, improvements, enhancements, extensions, and other changes to Program.
8. **Supported Versions.** MicroPact shall not be responsible for correcting Defects in any version of the Program other than the most recent release of the Program, provided that MicroPact shall continue to support prior releases superseded by recent releases for a reasonable period sufficient to allow Licensee to implement the newest release.
9. **Customer Responsibilities.** MicroPact shall not be obligated (i) to provide telephone assistance (beyond an initial telephone call) or consulting time relating to problems, errors or malfunctions caused by (A) malfunction of Licensee's Equipment, (B) software not licensed pursuant to this Agreement, (C) Abnormal Use, or (D) any other cause not attributable to MicroPact; (ii) to provide extensive training that would normally be provided in formal training classes; or (iii) to perform consulting services that would normally be provided at Licensee's business location.